

**CITY OF GREENVILLE
STATE OF SOUTH CAROLINA
REQUEST FOR PROPOSALS**

RFP NO. 19-3672



**CITY OF GREENVILLE
COMPREHENSIVE PLAN**

DUE: MARCH 12, 2019

2:00 PM



CITY OF GREENVILLE, SC REQUEST FOR PROPOSALS RFP NO. 19-3672

SEALED PROPOSALS will be received in the Purchasing Division, 7th Floor, City Hall, 206 South Main Street, Greenville, South Carolina until 2:00 P.M. ET, **March 12, 2019**. All qualified firms are invited to submit proposals to the City of Greenville for the following:

City of Greenville Comprehensive Plan

The City encourages the use of recycled paper products and double sided print. The City discourages the use of plastic products including 3-ring binders, plastic folders, etc. for all submissions.

SUBMIT: One (1) unbound original, three (3) bound copies and one (1) digital copy on USB flash drive of all requested documentation must be received on or before 2:00 P.M. ET, March 12, 2019

ADDRESS TO: City of Greenville
Purchasing Division
City Hall, 7th Floor
Attention: Lisa Dodd

MAILING ADDRESS: P. O. Box 2207, Greenville, South Carolina 29602

OFFICE ADDRESS: 206 South Main Street, Greenville, South Carolina 29601

E-MAIL: ldodd@greenvillesc.gov

MARK OUTSIDE: **RFP NO. 19-3672 – Comprehensive Plan**

DEADLINE ENFORCED

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSAL. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. E-MAIL, TELEPHONE, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

Any offer submitted as a result of this RFP shall be binding on the offeror for **NINETY (90)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the City of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP or the matter shall be waived.

Proprietary and/or Confidential Information

Your proposal or bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid or proposal. All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. *All information not so denoted and identified shall be subject to disclosure by the City.*

OFFERORS ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP.

This Request for Proposal is being issued by the City of Greenville Purchasing Division. Direct all questions or request for clarification of this RFP to e-mail ldodd@greenvillesc.gov.

Offerors are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal.

Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for Proposal will be posted on the City of Greenville website at:

<http://www.greenvillesc.gov/bids.aspx>

All Offerors should consult this website for updates before submitting proposals.

THE DEADLINE FOR QUESTIONS IS: 2:00 P.M., FEBRUARY 28, 2019

The City of Greenville reserves the right to reject any or all proposals, or any parts thereof, waive informalities, negotiate terms and conditions, and to select an Offeror that best meet the needs of the City of Greenville and its employees.

Current E-mail Address Required

All proposals submitted shall include a current e-mail address. Once selected, Notice of Award shall be posted on the City's website; and Notice of Award, and notices of non-award, shall be sent to all proposers via e-mail. No hard copy notices will be sent via regular mail.

Policy Concerning Minority and Woman Owned Business Enterprises

Intent

Business firms owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist woman- and minority-owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that woman- and minority-owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process.

Goal for Participation

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a contractor to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. However, a specific expectation has not been set for this contract.

Preference in Scoring Proposals

In making procurement decisions which require written evaluations using weighted factors on a 100 point scale, M/WBEs submitting bids or proposals shall receive five additional points in the evaluation.

Required Forms

Firms submitting proposals are required to include all seven affidavits found at the end of this Request for Proposals. If any of the affidavits are not applicable, N/A is an acceptable response.

Compliance with the South Carolina Illegal Immigration Reform Act

Any contractor entering into a service contract with the City of Greenville must certify to the City of Greenville that the contractor intends to verify any new employees' status, and require any subcontractors or sub-subcontractors performing services under the service contract to verify their new employees' status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

Protest of Solicitation or Award

Solicitation - Section 2.4. A. of the City of Greenville Procurement Policy allows any prospective bidder, Offeror, contractor who is aggrieved in connection with the solicitation of a contract to protest to the Purchasing Administrator within ten (10) calendar days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto. Any protest shall be in writing, submitted to the Purchasing

Administrator, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

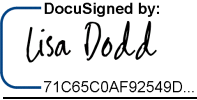
Award - Section 2.4. B. of the City of Greenville Procurement Policy allows any actual bidder, Offeror, contractor who is aggrieved in connection with the intended award or award of a contract to protest to the City Manager within ten (10) calendar days of the date the notification of award is posted in accordance with this policy. Any protest shall be in writing, submitted to the City Manager, as stated above, and shall set forth the grounds of protest and the relief requested with enough particularity to give notice of the issues to be decided.

Firms should also be aware that, should a contract be awarded, the City will require reports of the utilization of any minority business enterprises to be filed along with requests for payment. The City reserves the right to audit accuracy of the utilization reports that are filed.

Proposals that do not include a signed RFP Signature Form will not be accepted as complete and shall not be considered. Proposals must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the offeror.

The words “Bidder”, “Offeror”, “Consultant” “Proposer”, “Vendor”, and “Contractor” are used interchangeably throughout this bid, and are used in place of the person, firm, or corporation submitting a proposal.

Dated at Greenville, South Carolina, this 14th day of February, 2019.

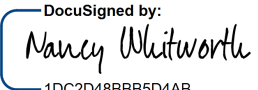
By: 
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 Lisa Dodd, Buyer
 City of Greenville, South Carolina

Reviewed By:


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 Purchasing Administrator

2/15/2019

Date


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 Director of Economic Development

2/14/2019

Date


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 Community Development Administrator

2/14/2019


Date

DocuSigned by:

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Risk Manager

2/15/2019

Date

DocuSigned by:

41A49000329242C
OMB Director

2/14/2019

Date

DocuSigned by:
John E Garza
82769D40B9B949A
Legal Department

2/14/2019

Date

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COMPREHENSIVE PLAN FOR THE CITY OF GREENVILLE REQUEST FOR PROPOSALS RFP No. 19-3672

1.0 INTRODUCTION

1.1 General

The City of Greenville is seeking the services of a consultant with extensive experience and skills in the development of comprehensive plans and the establishment of processes to maintain and update comprehensive plans.

An aggressive two-year timeline is proposed for the development of the new ten (10) year update to the City's Comprehensive Plan. The selected consultant team will work with the City of Greenville (COG) Planning and Development staff, community stakeholders, the Planning Commission, the COG Council, other City departments, and regional inter-agency working groups to develop the plan. It is expected that the consultant will lead the project and develop work product with reliance on city staff for consultation and work product review only.

This project must effectively engage the community to update and identify needs and priorities, and involve a thorough planning process to influence and determine the course of development and growth over the next 20 years. The completed Plan will be used by Elected Officials, city staff, planning boards, the Planning Commission, and citizens as a guide for local development, policies and regulation, and capital improvement projects that define the quality of life in Greenville.

1.2 Background

Since the 1970's, Greenville's community and public sector leaders have diligently worked to revitalize the City, with special attention given to the downtown Greenville area, through strategic public-private partnerships. It is this established history of planning and spirit of collaboration that have transitioned the City of Greenville and its downtown into a vibrant and nationally recognized model for redevelopment. The success has resulted in unprecedented development along with new growth challenges as well as opportunities. The downtown is a source of great civic pride, yet it is just one part of a vibrant and thriving city called Greenville.

The City of Greenville updates its Comprehensive Plan approximately every ten years. The last effort to update the City's Comprehensive Plan, which was completed in 2009, identified six primary themes, – Neighborhood/Corridor Identity and Stability, Transportation, Healthy Living/Pedestrian-Friendly Environment, Housing, Economic Development and Green/Environmental. These primary themes presented opportunities and served as a framework for

objectives and strategies to guide City policy, investment, future growth and development for the next ten years.

This new plan update will provide a deep-dive into the past, present, and future, tempered by current and projected market and fiscal realities, to evaluate and update the City's next Comprehensive Plan. Furthermore, the new plan update shall critically examine data, trends and planning documents published between the completed 2009 Comprehensive Plan to the present. Of particular interest is a review of the last three to five years of growth, in which the City's patterns of development have significantly changed. The plan will answer questions for our community, strategically outline opportunities, identify and preserve what makes Greenville special, and guide the City forward for the next decade.

The City of Greenville is located in Upstate South Carolina at the midpoint along the Interstate 85 corridor between Charlotte, NC and Atlanta, GA. Cited as one of the most rapidly growing areas of the country, in 2016, the City of Greenville's metro area was the fastest growing area in the state. Widely renowned for transforming its once deteriorating downtown into a flourishing central business district (CBD), Greenville is a premier example of how determined community leaders and strategic public-private partnerships can drastically reverse a downtown's downward spiral. For a comprehensive community profile on Greenville, please visit:

<https://gis.greenvillesc.gov/downtownreborn/index.html>
www.greenvillesc.gov
www.greenvillescbusiness.com

A growing network of 38 diverse neighborhood associations, recognized by the City on its website, have ten very active associations, which meet regularly. Neighborhoods have been strong advocates for quality development by the private sector and for improving quality of life for residents. In addition, four area associations and the Greenville Chamber of Commerce, which promotes small businesses, minority businesses, workforce development, and building leadership, serve the business community.

In 2016, the U.S. Bureau of Economic Analysis reported that the size of the economy for the Greenville metro area was \$35.8 billion, an 11.4% rate of growth since 2011. Major businesses include Perrigo Company of South Carolina, Greenville Health System, Fluor, Hubbell Lighting, Resurgent Capital Services, Bank of America, TD Bank, BB&T and Windstream. Several sites in the Upstate are designated foreign trade zone areas and are home to more than 250 international firms from 26 nations, including BMW and Michelin. Overall, the area boasts the highest level of foreign capital investment per capita in the nation.

Significant City projects that currently shape progress include a strategy for affordable

housing and creation of a Housing Trust Fund, master planning for a 40-acre city park located west of downtown, a new downtown master plan, a new Public Works facility, other new and renovated community facilities, and extensive analysis of City sewer and stormwater facilities. Outside agency projects, within the City, include an extension of the regional ‘Swamp Rabbit Trail’ by Greenville County, the ‘Dig Greenville’ wastewater conveyance project by Renewable Water Resources (ReWa) to address 100-year regional sewer needs, and the reconstruction of interchanges along Interstate 85 by the South Carolina Department of Transportation.

2.0 SCOPE OF SERVICES

2.1 Objectives

- a. The City of Greenville desires to develop a comprehensive plan for the entire city limits. A new Downtown Master Plan will be completed in early 2019, which should be used as a benchmark for the sections of the comprehensive plan that pertain to downtown. Additionally, the City desires to improve established corridors and neighborhoods and their relationship and connectivity to one another; their relationship and connectivity, inward, to the City Center and their relationship and connectivity, outward, to the City edge, as well as edge conditions that interface with Greenville County.
- b. The City of Greenville desires to attract and retain businesses, residents and visitors to our City while ensuring the uniqueness and authenticity of our City and our community sense of place that makes Greenville such a great place to live, work and play.
- c. The City of Greenville desires to position itself for the attraction and retention of a work force for the new economy, which reflects Greenville’s strengths and future potential.
- d. The City of Greenville desires an update to its Comprehensive Plan that will continue the right blend of growth and development, drawing from the initiatives established in its previous Comprehensive Plan, and the identification of new initiatives to carry our community forward.
- e. The City of Greenville’s new Comprehensive Plan will provide a unified vision and will include a strategic implementation strategy to ensure the positive and continued growth and development of our community. The Comprehensive Plan will be a frequently referenced document by the entire community and will serve as a policy guide in decision-making. The update will make informed recommendations to update the Land Management Ordinance, the future land use map and the current zoning map (zoning district review and update recommendations) to ensure proper implementation of the community’s vision.
- f. The City desires to retain its natural resources, and alleviate the development

stress taking place for trees, floodplain areas, and remaining greenspace opportunities. Of particular note is the City's use of outdoor spaces and recent advent and impact of Greenville County's Swamp Rabbit Trail initiative and connection through the City. Development and connections surrounding the Swamp Rabbit Trail's planned extension will be looked at more in depth with a City-led Master Plan of this corridor which will commence in the spring of 2019.

- g. The planning process will build consensus on future development and growth from a variety of engaged stakeholders, including property owners, residents, businesses, developers, philanthropies and elected officials.
- h. The City will provide the Consultant with access to the following information:
 - Previous Comprehensive Plan and subsequent Master Plans, Strategic Plans and City code initiatives
 - Project branding, graphics and webpage access
 - Available technical information and data
 - City Maps/GIS data
 - Public Participation Plan and stakeholder information
 - City calendar, meeting facility options with facility availability
 - Other information requested by the Consultant and deemed pertinent by City staff

2.2 Anticipated Tasks and Services

- a. Define key issues and guiding principles

Synthesize technical data, with public and stakeholder feedback, to determine the guiding principles of the Plan that best reflect the values of the community.

- b. Address All Required Elements of the Plan

The South Carolina Planning Enabling Act (1994) states that the following nine specific elements must be covered in the Plan: Population, Economic Development, Natural Resources, Cultural Resources, Community Facilities, Housing, Land Use, Transportation, and Priority Investment. Organize goals, policies, and strategies according to these established guiding principles and framework. For the purpose of this project, elaborate the substance of the required elements as follows:

- Population trends, characteristics, diversity, health, and education
- Households, housing options, affordability, neighborhoods
- Cultural, recreational, and historical resources
- Jobs and labor, income and poverty, commerce, economic health and development

- Natural resource availability and health, hazards and preparedness
 - Utility infrastructure and public community facilities, energy use
 - Transportation networks, transit, multi-modal options
 - Land use and regulation, “growth and change” mapping
 - Priority investment of capital improvements and opportunities for public-private partnerships
- c. Review previous Comprehensive Plan and subsequent Master Plans, Strategic Plans and City code initiatives and consolidate and incorporate into the Comprehensive Plan update wherever feasible and appropriate:
- 1) **Commercial, post 2009:** 2011 Augusta Road Master Plan, 2011 Downtown Streetscape Master Plan, 2009 Haywood Road Master Plan, 2011 Stone Avenue Master Plan, 2014 West Side Comprehensive Plan, 2019 Downtown Master Plan, 2018 Wade Hampton Boulevard Strategic Plan, 2019 City Office Market Strategy
 - 2) **Commercial, pre 2009:** 2008 Downtown Master Plan, 2002 Dunbar-West Greenville Revitalization Plan, 2006 Pete Hollis Gateway Plan, 2004 Pleasantburg Drive Corridor Master Plan, 2004 West End Master Plan, 2007 Woodruff Road Corridor Study
 - 3) **Comprehensive Plans:** 2011 Bicycle Master Plan, 2007 Trails and Greenways Master Plan, 2010 Greenlink Transit Vision and Master Plan, 2011 Greenlink Transportation Development Plan
 - 4) **Neighborhood Plans:** 2016 Greater Pleasant Valley Vision Plan, 2016 The Greater Sullivan Visioning Plan Inventory, 2010 Greater Sullivan Design Guidelines, 2002 Green Avenue Master Plan, 2001 Greenline Master Plan, 2002 Haynie-Sirrine Master Plan and Zoning Code, Nicholtown Master Plan (2004), 2011 Southernside Neighborhood Vision Plan, 2010 Sterling Neighborhood Master Plan, 2002/2009 Viola Master Plan, 2005 West Washington Street Master Plan, Balancing Prosperity and Housing Affordability in Greenville (2016) by CZB
 - 5) **Design Guidelines:** Downtown Design Guidelines (2017), Design Guidelines for Preservation Overlay Districts (2000)
 - 6) **City Code Initiatives:** Village of West Greenville Overlay (in adoption process), City Park & Reedy River Community Character Code (in adoption process)
 - 7) **Other Plans:** Other city plans not identified above that are determined to be helpful during the process.
- d. Examine issues and make recommendation on the following topics:
- 1) **Environmental**

Analyze the adequacy of existing infrastructure including utilities, storm water, and sanitary sewer;

2) Healthy Living/Pedestrian Friendly Environment

- Examine multi-modal transportation efforts and opportunities and recommend a long term implementation strategy to increase pedestrian and cyclist safety and access throughout the City;
- Analyze the adequacy of public, open green spaces and make recommendations for future locations that would provide balance and access to open green spaces city wide;

3) Economic Development

- Determine appropriate height and density values for the City area surrounding the City Center. Identify strategic places, throughout the city, where height is appropriate. Identify incentives that could be adopted to promote height and density for development proposals outside of strategic zones identified otherwise;
- Evaluate existing City jurisdictional boundary and recommend strategies for expansion;
- Evaluate existing growth patterns and identify/recommend the establishment of outlying 'node centers' that complement the City Center and recommend appropriate services, in scale, for surrounding neighborhoods and service provision needed to support healthy growth and density;

4) Transportation

- Examine transportation and corridor connectivity to and between the City Center, anticipated or identified 'node centers' and strategic commuter accesses from outside the City's jurisdiction;
- Analyze the adequacy of existing road infrastructure;
- Determine potential solutions to traffic congestion;
- Evaluate Greenville's public transportation situation.

5) Neighborhood and Corridor Identity and Stability

- Identify strategies to address potential conflicts when commercial corridor development is adjacent to established neighborhoods.
- Identify programs or incentives the City should offer to encourage quality corridor development and whether existing programs, such as the Façade Improvement Program, should be modified.

6) Housing

- Analyze the City's housing supply and demand, developing recommendations for how to achieve a better balance, including some of the "missing middle" housing inventory.
 - Evaluate the City's housing affordability issues and potential strategies.
- e. Perform market analysis and provide the following:
- 1) Evaluate the strengths, weaknesses, opportunities and threats of the City of Greenville;
 - 2) Analyze and recommend business growth opportunities outside of the City Center that compliment efforts targeted to the City Center and that will continue to allow the City to prosper outside of the City Center while retaining the character and uniqueness of the City's neighborhoods, historic districts and community sense of place
- f. Perform a financial analysis and provide the following:
- Public/Private Partnerships have served as the cornerstone of Greenville's redevelopment, both within the City Center and throughout the City. Moving forward, future projects will need to rely less on the public investments of the past due to funding constraints. Analyze and recommend new ideas and programs to help the City prioritize investments and to encourage appropriate private developments throughout the city to preserve and enhance the City's fiscal health and the specialness of the City's live/work/play balance in the built environment.
- g. Perform an analysis with regard to establishing a sense of place for the following:
- 1) Evaluate existing growth patterns and identify/recommend the establishment of outlying 'node centers' that complement the City Center and recommend an appropriate sustainable mix of business and services needed to support healthy growth and density and support surrounding neighborhoods;
 - 2) Analyze existing corridor connectivity to and between The City Center, anticipated or identified 'node centers' and strategic commuter accesses from outside the City's jurisdiction. Recommend an appropriate sustainable mix of business and services needed to support healthy growth and density and support to interconnected 'node centers' and surrounding neighborhoods;
 - 3) Synthesize and address concerns from the general public regarding Greenville's rapid pace of development so that growth is balanced and positive for all.
- h. Provide public engagement as follows:
- 1) Creatively engage with the key stakeholder volunteers of the City's

Steering Committee appointed to provide assistance to the Comprehensive Plan update process; Empower them to serve as ambassadors of the plan and to be active participants in the process;

- 2) Prepare and conduct meetings, workshops, interviews and development of public outreach materials;
 - 3) Coordinate with public sector officials/agencies and private stakeholders to grasp the history and understanding of previous Comprehensive Plan updates;
 - 4) Use creative strategies for public engagement and broad project participation with special consideration to utilize creative approaches for typically hard to reach populations. The public engagement strategies should not heavily rely on city staff but instead be conducted by the consultant. The consultant will be the primary responsible party for getting the word out about meetings and events happening as part of the public outreach process, with oversight and some assistance by the City.
- i. Provide implementation strategies and address the following:
 - 1) Identify specific action items and timing for all updated Comprehensive Plan recommendations;
 - 2) Include a matrix or reference chart for ease of use;
 - j. Provide GIS with applicable data updates
Work with the City's GIS Department to incorporate Comprehensive Plan updates to Future Land Use and proposed zoning.
 - k. Provide Comprehensive Plan files, in a variety of formats, for public distribution and awareness of the Plan (i.e. GIS layers, PDF, internet-formatted data, brochures, etc.). All electronic files must be submitted in ADA compliant format. Materials produced as part of the Comprehensive Plan Update shall be the property of Greenville.

2.3 Schedule / Timeline

The project schedule is twenty (20) months after the completions of an executed contract for services and no later than December 31, 2020. Consultant is required to submit a general project outline and anticipated timeline with response to this request for proposal.

3.0 CONSULTANT PROJECT SUBMISSIONS

3.1 Submission Details

RESPONSE TO THIS REQUEST FOR PROPOSALS MUST INCLUDE THE FOLLOWING:

Those firms interested in providing professional services for this project must submit one (1) un-bound original, five (5) bound copies and one (1) electronic

PDF copy of their proposal on a USB flash drive and the proposal must include the items specifically enumerated in Section 3.2.

3.2 Proposal Development

a. Required content of proposal:

The detailed requirements set forth in the **Proposal Format** are mandatory. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

The information and proposed budget for the consultant selected for contract award will form the basis for negotiation of a contract. The City of Greenville reserves the right to issue a contract without further negotiation using the information contained in the RFP. Failure of a prospective contractor to accept this method of contract development will result in cancellation of the award.

b. Proposal format:

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

1) Transmittal Letter: A transmittal letter must be submitted with the Proposer's proposal which shall include:

- a) The RFP subject and Bid number
- b) Name of the firm or team responding, including mailing address, e-mail address, telephone number, and names of contact persons.
- c) A brief profile of the firm, outlining its history, philosophy, and target market of the firm or team.
- d) The name of the person or persons authorized to make representations

- on behalf of the Proposer, binding the firm or lead firm to a contract.
- 2) **References:** A minimum of three (3) separate references from past planning projects completed must be provided. The references shall:
- a) Provide demonstration of success on similar projects, including a brief project description and a contact name and address for reference.
 - b) Preference will be given towards projects completed within the past five years.
 - c) Provide contact information including name of the client, address, telephone number and email address
- 3) **Technical Proposal:** Shall be no more than 20 double-sided pages (a total of no more than 40 pages) and include, in order:
- a) An overall description of the strategy and methods by which the firm intends to approach the project. This shall include detailed examples of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained in development of the proposal.
 - b) Provide the names of the project team. Include the lead firm and any outside consultants and/or subcontractors, and a brief description of their role in this project.
 - c) A task analysis for each task. Indicate the personnel, assigned by name and title; amount of time budgeted for each; and any joint venture (including the use of subcontractors) for each identified task. The indicated personnel should appropriately match the scope of work proposed.
 - d) A proposed schedule showing project milestones, deliverables, various tasks and total timeframe proposed to complete the project, consistent with section 2.0 requirements, and submitted in bar chart format.
- 4) **Costs:** A Cost Proposal consisting of:
- a) The firm's standard hourly rate fee schedule. Also, include the standard hourly rate fee schedule for each team member.
 - b) A composite schedule, by task, of direct labor hours.
 - c) An itemized schedule of all labor and direct expenses. If the use of sub-consultants is proposed, provide a separate schedule of all labor and expenses for each sub-consultant.
 - d) Total cost proposed.
- 5) **Community Engagement:** Proposer will include the approach to ensure public participation and input in the development of the plan including how to reach underrepresented groups of people and those stakeholders recognized as having a substantial impact on the future, such as

Millennials, seniors, and low-income households.

- 6) **Qualifications:** Proposer is required to provide a description of the proposed project team, staff qualifications, experience and credentials. This should include:
- a) A brief description of the firm, organization structure, location of principal offices, number of professional personnel
 - b) A qualification summary containing a description of the firm's qualifications and the resumes of all key personnel including all outside consultants and/or sub-contractors utilized on this project including their longevity with their respective firms.
 - c) The name and relevant experience of the principal in charge.
 - d) The name and relevant experience of the project manager who will have direct and continued responsibility for the project. This person will be the City's contact on all matters dealing with the project and will handle all day-to-day activities from project initiation to completion.
 - e) Project examples of successful plans of similar scope completed by the firm or team, to include examples from outside consultants and/or sub-contractors on the team. Preference will be given to plans completed within the last five years.

4.0 PROPOSAL EVALUATION CRITERIA

- 4.1 The City Staff Team will evaluate proposals based on the factors outlined within section 3.2, which shall be applied to all eligible, responsive proposals in selecting the successful Proposer. The City Team reserves the right to disqualify any proposal for, but not limited to, the following reasons: person or persons it deems as non- responsive and/or non-responsible; a failure to respond to each section; or experience that does not match the competencies required. The City Team reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate.

Award of any bid may be made without discussion with proposers after responses are received. The City reserves the right to cease contract negotiations if it is determined that the Proposer cannot perform services specified in their response.

- 4.2 Proposal evaluation criteria will be grouped into percentage factors as follows:

- a. **Quality of Proposal** (*Maximum 25 points*)
 - 1) This criterion will evaluate the Proposer's understanding of the overall project and their proposed approach to the project within each major element defined in the Scope of Services.
 - 2) Proposer's responsiveness to the proposal requirements and guidelines.
 - 3) Cost-effectiveness of the proposal will be considered as part of the overall

quality of the proposal.

b. Technical Capabilities and Specialized Knowledge *(Maximum 35 points)*

- 1) This criterion involves an evaluation of the technical capabilities and specialized knowledge needed to successfully perform the specified Scope of Services, and a review of the proposing firm's demonstrated previous ability to deliver the work required in a timely and proficient manner. Specifically, the City team will evaluate each firm's capabilities of providing the following in a professional, successful, and timely manner:
 - a) Creation of a comprehensive plan of comparable scope and complexity;
 - b) Knowledge of planning principles, policies, funding mechanisms, and tools that will aid in the implementation of the plan (federal, regional, municipal, and other);
 - c) Expertise in performing outreach in coordination with many stakeholder groups including skills in multi-stakeholder group facilitations;
 - d) Project strategies and methodologies proposed to be used;
 - e) Creative, innovative, and cost effective concepts and/or solutions to challenging design issues.
- 2) The consultant's past plan descriptions and references submitted in the proposal.

c. Professional Qualifications, Knowledge, and Experience *(Maximum 20 points)*

- 1) This criterion involves an evaluation of the qualifications, knowledge, and experience of the Principal, Project Manager, and professional staff assigned to this project. It will involve a review of the background, experience, performance records, competence, and integrity of the firm, as well as an assessment of the qualifications of the project team who will be responsible for the performance of the Scope of Services. The overall team capacity, balance, and organization will also be evaluated. This factor will also include an assessment of the availability and ability of the firm (including the Project Manager and key personnel) to perform the Scope of Services in a timely manner. The Proposer's stated ability to become familiar with current plans, projects, organization, and protocol of the City will also be considered.
- 2) Particular considerations will be given to the proposal that best exemplifies comprehensive planning practices that promote resiliency and sustaining places, such as systemic planning, scenario analysis, and utilizing metrics to measure progress and guide implementation.

d. Public Outreach *(Maximum 20 points)*

- 1) Public involvement is an integral part of this process and proposals should appropriately reflect this aspect.

- 2) Particular consideration will be given to the proposal that best exemplifies an appropriate and creative public participation element.
- e. **Compliance with City's Minority and Woman Owned Business Goal (5 points)** Particular consideration will be given to the proposal that best exemplifies compliance with the City's Minority and woman Owned Business Goal. The additional points will only be given to the proposals with the prime consultant that meets the City's Minority and Woman Owned Business criteria.

5.0 SELECTION PROCESS

- 5.1. A selection team shall be formed to review and evaluate the proposals. The selection team members shall complete evaluation forms giving consideration to information provided in the proposals.

The selection team may elect to interview firms short listed but reserves the right to award the contract based upon the City's review and ranking of proposals.

5.2 Contract Negotiation

Fee negotiations shall be conducted for performance of the contract at a price which is fair and reasonable. Should the City be unable to negotiate a contract at a price that is fair and reasonable, negotiations shall be formally terminated with the highest ranked Proposer and the City shall have the option to commence negotiations with the second ranked Proposer.

The selected firm will be responsible for developing and submitting a detailed Project Scope and Time Schedule to be included in the contract documents. This scope and schedule shall be consistent with the requirements of this RFP and is subject to approval by the City of Greenville.

GENERAL TERMS AND CONDITIONS

PUBLIC RECORD

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the City's Purchasing Division from 8:00 a.m. to 5:00 p.m., Monday through Friday, at 206 South Main Street, 7th Floor, City Hall, Greenville, South Carolina.

PROPRIETARY INFORMATION

The contractors are asked for any restriction on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and policies of the City of Greenville South Carolina. All proprietary information shall be labeled as such in the proposal.

BACKGROUND CHECK

The City reserves the right to conduct a background inquiry of each consultant which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the consultant consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

RECORDS

The consultant shall maintain accurate and detailed books, records, correspondence and accounts relating to all parts of the project. Records shall be kept in accordance with sound generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this contract. Such records shall be available during the term of the contract and for four (4) years after final payment under this contract.

REQUIREMENTS

The successful consultant shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

INDEPENDENT CONSULTANT

The selected consultant shall be legally considered an independent consultant and neither the consultant nor its employees shall, under any circumstances, be considered employees of the City; and the City shall be at no time legally responsible for any negligence or other wrong doing by the consultant or its employees. The City shall not withhold from the contract payment to the consultant any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Consultant. Further, the City shall not provide to the consultant any insurance coverage or other benefits, including Workers' Compensation.

JURISDICTION

This agreement shall be governed by the laws of the state of South Carolina.

ASSIGNMENT

The consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without prior written consent of the City.

ACCEPTANCE OF PROPOSAL CONTENT

Before submitting an offer, each respondent shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the offeror receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the consultant for additional compensation.

COMPETITIVE NEGOTIATION SOLICITATION

Negotiations shall be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked firsts shall be formally terminated and negotiations with the offeror ranked second shall be conducted.

FORCE MAJEURE

The consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

FAILURE TO ENFORCE

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the City to enforce any provision at any time in accordance with its terms.

FAILURE TO DELIVER

In the event of failure of the consultant to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

EMPLOYMENT DISCRIMINATION

During the performance of the contract, the selected consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of the consultant. The consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

DETERMINATION OF RESPONSIBILITY

The City may make such investigation as it deems necessary to determine the ability of a consultant to furnish the required services, and the consultant will furnish to the City requested information and data for this purpose. The City reserves the right to reject any consultant if the evidence submitted by or investigation of the consultant fails to satisfy the City that such consultant is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Consultant will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their proposal. Failure to do so will be at the consultant's own risk.

INDEMNIFICATION

The selected consultant covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the selected consultant's negligent performance or nonperformance of the terms of the contract.

INSURANCE

The consultant shall procure and maintain, during the life of the contract, insurance coverage, for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the consultant's obligations, with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder.

Certificates of insurance must be included in the proposal.

- (a) Commercial General Liability: The consultant shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the consultant and against all claims resulting from damage to any property due to any act or omission of the consultant, his agents, or employees in the operation of the work or the execution of this contract.

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the consultant's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death) and
Property Damage \$1,000,000 per occurrence

- (b) Comprehensive Automobile Liability: The consultant shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and
Property Damage \$1,000,000 Combined Single Limit

- (c) South Carolina Workers' Compensation Insurance: The consultant shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation - Statutory Limits
Employers Liability Insurance - \$500,000 - Each Accident
\$500,000 - Disease Each Employee
\$500,000 - Disease Policy Limit

- (d) Professional Liability Insurance: If providing a professional service, the vendor shall maintain Professional Liability Insurance to cover errors, acts of omission by the vendor, its agents and representations in the performance of its obligations herein:

.....\$1,000,000 per occurrence.

Consultant shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

Consultant and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful contractor shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for bids. Certificates showing proof of such insurance shall be submitted to City prior to commencement of services

under this Agreement by email at inscerts@greenvillesc.gov. Further, it shall be an affirmative obligation upon the vendor to advise City by e-mail sent to inscerts@greenvillesc.gov, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

Should consultant cease to have insurance as required during any time, all work by consultant pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The consultant shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Subconsultant's Insurance: The consultant shall agree to cause each subconsultant employed by consultant to purchase and maintain insurance of the type specified herein, unless the consultant's insurance provides coverage on behalf of the subconsultant. When requested by the City, the consultant shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subconsultant.

PROFESSIONAL LICENSING

Consultant shall secure and pay for licenses and/or certificates that may be necessary for proper execution and completion of the contract and which are legally required when proposals are received or negotiations concluded.

CITY BUSINESS LICENSE

The contractor / consultant must obtain all business license(s) required by the Greenville City Code and Ordinances. A Business License is not required to submit a bid. However, any firm that receives an award under this bid shall be required to obtain a City Business License before work can begin. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Greenville City Business License Division at 864-467-4504 or revenueblcontracts@greenvillesc.gov.

Contractor / consultant shall inform all of its sub-contractors and/or sub-consultants performing services hereunder that a like business license requirement applies to them, and contractor / consultant shall further disclose the names and addresses of all contractor's / consultant's sub-contractors and/or sub-consultants performing services hereunder to City's Business License Division at revenueblcontracts@greenvillesc.gov or 864-467-4504.

TERMINATION FOR CONVENIENCE OR FOR CAUSE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part

whenever the City determines, in its sole discretion that the selected consultant is not performing as set out in the contract. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

COMPLIANCE WITH LAWS

The contractor shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or Municipal Laws, Rules, Regulations, Ordinances, and ADA Title II requirements; and shall hold the City harmless from any liability resulting from failure of such compliance.

RIGHTS RESERVED BY CITY

The right is reserved by the City to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

NON-COLLUSION AFFIDAVIT

As part of the Respondent's proposal, the consultant shall include the attached Non-Collusion Affidavit duly signed by a principal of the firm certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

ETHICS IN PUBLIC CONTRACTING

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the proposer shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subconsultant in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The proposer shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

MINORITY/DISADVANTAGED SMALL BUSINESS PARTICIPATION

It is the policy of the City of Greenville to undertake every effort to increase opportunity for utilization of small, disadvantaged, and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Consultant agrees to use their best effort to carry out this policy and insure that small, disadvantaged, and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with efficient performance of this contract.

To this end, every consultant or potential consultant with the City is required to complete the S/WO/M BUSINESS ENTERPRISE FORM.

NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Non-resident firms receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident firm must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a firm located outside of South Carolina that receives a contract from the City, must furnish to the City Form I-312, Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed. If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue at (844) 898-8542.

EMPLOYEE VERIFICATION PER THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

By entering into this Agreement, the Consultant hereby certifies to City that the Consultant will verify the employment status of any new employees, and require any subconsultants or sub-subconsultants performing services hereunder to verify any new employees status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

CERTIFICATION OF COMPLIANCE WITH ANTI-DISCRIMINATION PROVISIONS OF SECTION 11-35-5300, CODE OF LAWS OF SOUTH CAROLINA, 1976

If this Agreement shall have a total potential value of ten thousand dollars (\$10,000.00) or more, and/or unless such goods and/or services are offered to City for at least twenty percent (20%) less than the lowest certifying business, then, by submitting your bid and/or proposal, Contractor hereby certifies to City that Contractor is not currently engaged in, nor will it engage in, the boycott of a person or entity based in or doing business with World Trade Organization members and/or those with which the United States has free trade or other agreements aimed at ensuring open and nondiscriminatory trade relations, with the understanding that Contractor's failure to make such affirmative certification will prevent the City from being able to contract with Contractor, thus affecting a rejection of your bid and/or proposal.

COMPLIANCE WITH THE SOUTH CAROLINA IRAN DIVESTMENT ACT OF 2014

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty of

perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Section 11-57-310 of the Code of Laws of South Carolina, 1976.

NON-APPROPRIATION

Any contract entered into by the City resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

PROPOSAL SUBMISSION SHEET

The following documents must be included with this Request for Proposal:

1. RFP Signature Form (must be signed in ink)
2. Certificate of Insurance showing present coverage
3. Copy of the Offeror's City Business License (A Business License is not required to submit an offer, however, if an award is made, the offeror will have ten (10) days to furnish a copy of the license to the Purchasing Division).
4. Ethics in Public Contracting Certification
5. Non-Collusion Affidavit
6. Small / Woman-Owned / Minority Business Enterprise Form
7. OMB Form 5A
8. OMB Form 5B
9. Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
10. Certification of Compliance with the South Carolina Illegal Immigration Reform Act

SIGNATURE FORM

CITY OF GREENVILLE
SOUTH CAROLINA
RFP NO. 19-3672

OFFEROR’S NAME: _____

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed and agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Proposer**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Proposer** has not directly induced or solicited any other **Proposer** to submit false or sham bid; **Proposer** has not solicited or sought by collusion to obtain for itself any advantage over any other **Proposer** or other **Owner**.

The words “Bidder”, “Offeror”, “Proposer”, “Vendor”, and “Contractor” are used interchangeably throughout this solicitation, and are used in place of the person, firm, or corporation submitting a solicitation.

Proposer has examined copies of all documents and of the following addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____

1. City of Greenville Business License Number _____

2. Name of Insurance Carriers:

Liability _____	Expires _____
Property Damage _____	Expires _____
Workers’ Compensation _____	Expires _____
Professional Liability _____	Expires _____

3. Offeror's Information:

Offeror _____

Post Office Box _____ Zip _____

Street _____ Zip _____

City _____ State _____

Telephone _____ Fax _____

Email _____

*Signature _____ Title _____

Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.

Printed Name _____ Date _____

ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ (title) for/of _____ (company/business), the Bidder that has submitted the attached Bid;
2. He/She is legally qualified and capable of signing this affidavit and is authorized to do so by Bidder;
3. He/She is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
4. Such Bid is genuine and is made without fraud;
5. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has offered or received any kickbacks or inducements from any offeror, suppliers, manufacturer, or subcontractor in connection with the offer, and they have not conferred on any public employee, public member, or public official having official responsibility for this procurement or transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws; and
6. Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has any relationship with the City, another person, or organization that interferes with fair competition or that constitutes a conflict of interest with respect to a contract with the City.

DATE

COMPANY/BUSINESS

BY: _____
SIGNATURE

PRINTED NAME

SWORN to before me this _____
day of _____, 20____

ITS: _____
TITLE

Notary Public for _____ (state)

My commission expires _____

By: _____
(signature)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to secure through any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Greenville, SC or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) _____

(title)

Subscribed and sworn to before me
this _____ day of _____, 20____

(signature)

My commission expires _____

1350



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

**NONRESIDENT TAXPAYER REGISTRATION
AFFIDAVIT INCOME TAX WITHHOLDING**

I-312

(Rev. 5/18/15)

3323

Mail to: The company or individual you are contracting with.

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (doing business as):

3. Mailing Address: _____
4. Federal Employer Identification Number (FEIN): _____
5. _____ Hiring or Contracting with:
Name: _____
Address: _____
_____ Receiving Rentals or Royalties From:
Name: _____
Address: _____
6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
☐ The South Carolina Secretary of State or
☐ The South Carolina Department of Revenue:
 Date of Registration: _____
7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-8-550 (temporarily doing business or professional services in South Carolina) or Code Section 12-8-540 (rentals) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44(B)(6)(a)(i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) _____
Date

If Corporate officer, state title: _____

(Name - Please Print)

33231028

**INFORMATION
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Our Internet address is: **www.dor.sc.gov**

City of Greenville
Sub-contractor/Sub-consultant and M/WBE Participation
(OMB Form 5A)

IFB/RFP No. _____

Project: _____

We, _____
(Name of Bidder/Proposer)

do hereby certify that the following list contains all sub-contractors, sub-consultants, and all M/WBE firms associated with this project. I will notify the City of any changes that occur.

Firm Name and Address	Phone Number	Email Address	Trade	*Minority Category	Value of Work

*Minority categories: African American Certified (A), Asian Certified (B), Veteran/Disabled Certified (D), Female Certified (F), Native American Certified (G), Hispanic Certified (H), Small Business (S), Woman Owned (W), Minority (to be used if not Certified, Small Business or Woman owned)

**City of Greenville M/WBE Program
Listing of the Good Faith Efforts (OMB Form 5B)**

Affidavit of _____
(Name of Bidder/Proposer)

I have made a good faith effort to comply under the following areas checked:

- ☐ Contacted M/WBEs that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ Made the construction plans, specifications and requirements available for review by prospective M/WBEs, or providing these documents to them at least 10 days before the bids are due.
- ☐ Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
- ☐ Worked with M/WBE trade, community, or contractor agencies and organizations provide assistance in recruitment of M/WBEs.
- ☐ Attended prebid meetings scheduled by the City.
- ☐ Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ Negotiated in good faith with interested M/WBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a M/WBEs based on lack of qualification should have the reasons documented in writing.)
- ☐ Provided assistance to an otherwise qualified M/WBEs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBEs in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ Negotiated joint venture and partnership arrangements with M/WBEs in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ Provided quick pay agreements and policies to enable M/WBE contractors and suppliers to meet cash-flow demands.

The undersigned hereby certifies that he or she has read the terms of the M/WBE commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____

SMALL/WOMAN-OWNED/MINORITY BUSINESS ENTERPRISE FORM

YOUR COMPANY'S CURRENT STATUS	SUPPLIER BUSINESS CLASSIFICATIONS
<p>Is this a small business?</p> <p>Yes No</p>	<p>A small business is a business which is independently owned and operated, not dominant in its field of operation, and can qualify under criteria concerning number of employees, average annual receipts, or other criteria as outlined by the Small Business Administration. (See CFR Title 13, Part 121, as amended)</p>
<p>Is this a woman-owned business?</p> <p>Yes No</p>	<p>A woman-owned business is a business which is at least 51% owned by a woman or women who also control and operate the business.</p>
<p>Is this a minority-owned business?</p> <p>Yes No</p> <p>If Yes, please indicate minority group:</p> <p><input type="checkbox"/> Asian American <input type="checkbox"/> Black American</p> <p><input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American</p>	<p>A minority-owned business is a business which is at least 51% owned, controlled and operated by socially and economically disadvantaged individuals. The following groups are among those presumed to be socially and economically disadvantaged: Asian Americans, Black Americans, Hispanic Americans, and Native Americans.</p>
<p>Is this a disabled-owned business?</p> <p>Yes No</p>	<p>A disabled-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are disabled.</p>
<p>Is this a veteran-owned business?</p> <p>Yes No</p>	<p>A veteran-owned business a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans.</p>
<p>Is this a disabled veteran-owned business?</p> <p>Yes No</p>	<p>A disabled veteran-owned business is a business which is at least 51% owned, controlled and operated by an individual or individuals who are U.S. veterans and disabled.</p>
<p>Are the individuals who own, control and operate this business U.S. citizens?</p>	<p>Yes No</p>
<p>Is this business a non-profit organization?</p>	<p>Yes No</p>
<p>Is this business incorporated?</p>	<p>Yes No</p>

* Submit copy of certification certificate, as applicable

CERTIFICATION OF COMPLIANCE WITH THE
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

I, _____, hereby state and declare that I am the
(name)

_____ of _____, and
(title) (name of entity)

hereby certify to the City of Greenville that, as to any service contract subsequently entered

into with the City of Greenville, that _____
(name of entity)

intends to verify any new employees' status, and require any of my subcontractors or sub-

subcontractors performing services under any contract with the City of Greenville to verify

any new employees' status, per the terms of the South Carolina illegal Immigration Reform

Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

(name of official)

Date: _____